

CHICAGO AND



TRANSPORTATION COMPANY

5-273A015

RECORDATION NO. 14234-C  
Filed 1423

SEP 30 1985 11 25 AM

INTERSTATE COMMERCE COMMISSION

September 27, 1985

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6158

File No. A-12049-B (A-386) No.

Date SEP 30 1985

Fee \$ 10.00

ICC Washington, D. C.

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Conditional Sale Agreement dated as of December 5, 1983 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of December 5, 1983 between North Western Leasing Company, and Continental Illinois National Bank and Trust Company of Chicago, assigned Recordation No. 14234 and 14234A respectively, on December 27, 1983 and Amendment No. 1 dated June 1, 1984 Covering Substitution of Twenty-Three (23) 50 Foot Boxcars assigned Recordation No. 14234-B.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #2 dated June 1, 1985 covering substitution of nineteen (19) open top hopper cars as described on Schedule A-1 attached to the Agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606.
3. Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60604.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely,

Kevin M. Riordan

Kevin M. Riordan  
Assistant Secretary

SEP 30 11 18 AM '85  
MOTOR CREDIT, 6 UNIT  
TOO OFFICE OF  
THE SECRETARY  
OF THE ICC

Enclosures

cc: G. R. Charles (A-386)  
R. F. Guenther  
R. L. Johnson

D. E. Stockham, Attn: P. J. Brod  
M. R. Jeske  
Arthur Anderson & Co., Attn: Paul Keglevic  
Continental Illinois National Bank  
and Trust Company of Chicago

ONE NORTH WESTERN CENTER / CHICAGO, ILLINOIS 60606

csd5/19(1)

**Interstate Commerce Commission**

**Washington, D.C. 20423**

9/30/85

**OFFICE OF THE SECRETARY**

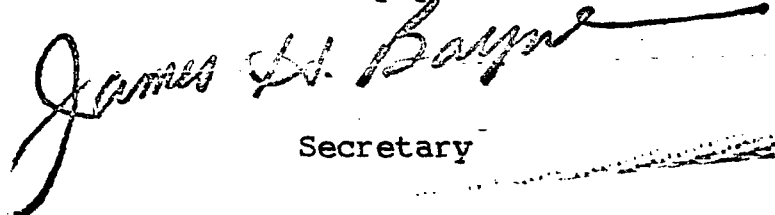
Kevin M. Riordan  
Assistant Secretary

Chicago & North Western Transp. Co.  
One North Western Center  
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/30/85 at 11:25am and assigned re-  
recording number(s). 14234-C & 14769A

Sincerely yours,

  
Secretary

Enclosure(s)

RECORDATION NO. 14734-C  
SEP 30 1985 - 11 25 AM  
ILLINOIS STATE COMMERCE COMMISSION

AMENDMENT #2  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 5, 1983  
Between  
Chicago And North Western Transportation Company  
And  
North Western Leasing Company  
And To  
AGREEMENT AND ASSIGNMENT  
Dated As of December 5, 1983  
Between  
North Western Leasing Company  
and  
Continental Illinois National Bank and  
Trust Company of Chicago, Agent

THIS AMENDMENT #2 is dated as of the first day of June, 1985 among Chicago and North Western Transportation Company, North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago, as Agent under Finance Agreement dated as of April 1, 1983 (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Conditional Sale Agreement as amended by Amendment #1 thereto June 1, 1984 (the "CSA") and Agreement and Assignment as amended by Amendment #1 thereto, June 1, 1984 (the "Assignment")).

WHEREAS, the Railroad and the Seller entered into the CSA, pursuant to the Finance Agreement dated as of April 1, 1983 among the Railroad, the Seller, the banks named therein and the Agent, which CSA was secured with collateral consisting of, among other Equipment, the railroad boxcars identified in Column 1 of Schedule A-1 (the "Released Cars") attached hereto and made a part hereof;

WHEREAS, the interests of the Seller in the CSA were assigned to the Agent under the Assignment; and

WHEREAS, because the 5% bad order ratio under Article 10 of the CSA has been exceeded, such Released Cars are considered casualties under Article 8 of the CSA and the Railroad and the Seller wish to substitute under the CSA open top hopper cars identified in Column 3 of Schedule A-1 (the "Substituted Cars") in place of the Released Cars and the Agent agrees to such substitution;

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that the Released Cars are deleted from the original Schedule A to the CSA and the Substituted Cars are hereby added to the original Schedule A to the CSA as units of Equipment under and subject to the

CSA and the Assignment and upon filing of this Amendment #1 with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303, such units shall be deemed to have been sold, delivered and settled for under the CSA and the Assignment.

2. The Agent hereby releases to the Railroad, effective upon the Agent's obtaining a first priority security interest in the Substitute Cars under the CSA and Assignment, its security interest in the Released Cars and, if requested by the Railroad and at the Railroad's expense, agrees to execute and deliver to the Railroad or the Railroad's vendee or nominee, a bill of sale (without warranties) for the Released Cars or portion thereof and such other documents as may be necessary or appropriate to make clear upon the public records the release of the security interest of the Agent in the Released Cars.

3. All other terms and conditions of the CSA and Assignment shall remain in full force and effect unmodified hereby.

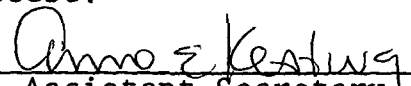
IN WITNESS WHEREOF, the parties hereto have signed this Amendment #2 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

By   
Vice President - Finance

Attest:

  
Assistant Secretary

NORTH WESTERN LEASING COMPANY

[Corporate Seal]

Attest:


  
Assistant Secretary

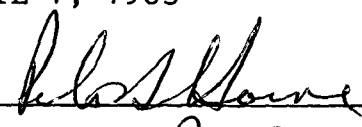
  
Vice President

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, AS AGENT UNDER  
FINANCE AGREEMENT DATED AS OF  
APRIL 1, 1983

[Corporate Seal]

Attest:

  
RANKING OFFICER  
FA-578.20

By   
Vice President

STATE OF ILLINOIS, )  
 )  
COUNTY OF COOK, ) SS:

On this 21st day of August, before me personally appeared T.A. Tingleff, to me Personally known who, being by me duly sworn, says that he is Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission expires: My Commission Expires Apr. 24, 1989

STATE OF ILLINOIS, )  
 )  
COUNTY OF COOK, ) SS:

On this 21st day of August, before me personally appeared T.A. Tingleff, to me personally know, who, being by me duly sworn says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission Expires: My Commission Expires Apr. 24, 1989

STATE OF ILLINOIS, )  
COUNTY OF COOK, )

SS:

On this 30 day of August, 1985, before me personally appeared Peter D. Horne to me Personally known who, being by me duly sworn, says that he is Vice President of CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY OF CHICAGO, Agent, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn M. Schuler  
Notary Public

[Notarial Seal]

My Commission expires: 9/14/88

SCHEDULE A-1  
 CONDITIONAL SALES AGREEMENT DATED 12/5/83  
 BETWEEN  
 CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 AND  
 NORTH WESTERN LEASING COMPANY  
 AS ASSIGNED TO  
 CONTINENTAL ILLINOIS NATIONAL BANK AND  
 TRUST COMPANY OF CHICAGO, AGENT

Column 1	Column 2	Column 3	Column 4
Railroad System No. of Car to be Replaced	Casualty Value	Railroad System No. of Substitute Car	Substitute Car Purchase Price
CNW 160012	\$ 22,217	CNW 135617	\$ 31,540
160021	22,217	135618	31,540
160026	22,217	135619	31,540
160029	22,217	135620	31,540
160042	22,217	135621	31,540
160051	22,217	135622	31,540
160079	22,217	135623	31,540
160082	22,217	135624	31,540
160090	22,217	135625	31,540
160096	22,217	135626	31,540
160122	22,217	135627	31,540
160124	22,217	135629	31,540
160141	22,217	135630	31,540
160142	22,217	135631	31,540
160177	22,217	135632	31,540
160188	22,217	135633	31,540
160195	22,217	135634	31,540
160202	22,217	135636	31,540
160216	22,217	135637	31,540
160220	22,217		
160232	22,217		
160234	22,217		
160235	22,217		
160236	22,217		
160244	22,217		
161232	21,988		
161234	21,988		
	<u>\$ 599,401</u>		
			<u>\$ 599,260</u>